

(COMMERCIAL USE)

REQUEST FOR LICENCE BACK



APRA
AMCOS

Membership enquiries 1800 642 634 writer@apra.com.au www.apraamcos.com.au

When you appoint APRA to manage the performing rights in your works, you assign those rights to us to license on your behalf. If you want to directly license someone in Australia to use some of your music (that is, give them a sub-licence), we will grant you a licence-back of your performing rights in those works. You will need to tell us in this form who you're licensing. The performing rights in those works will still be owned by us and we will continue to license all other users.

If anyone else has a share of the rights in your music - such as a co-writer or publisher - you will also need to ask them to complete a *Consent to licence back* form. We cannot license back a work unless all interested parties provide their written consent.

In this document:

Music means the musical works (including any accompanying words) that you authorised APRA to administer in your membership agreement.

Performing Right means the right to perform in public and communicate to the public, including broadcasting.

NOTICE PERIOD

This form must be received by APRA AMCOS:

- at least **one week** before the first performance or communication if the sub-licence is for your own live performances of your own works, performances in film, or for any communication
- at least **two weeks** before the date of the first performance if the sub-licence is for any other performance.

1. REQUEST FOR LICENCE BACK

I,

PRINT FULL NAME

MEMBER NUMBER

EMAIL ADDRESS

request a non-exclusive licence back of the performing right in the following music to allow me to grant the sub-licence described below. I note that the sub-licence must be in writing, and must cover performance or communication within Australia.

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2. DETAILS OF SUB-LICENCE

You must provide enough detail to enable us to identify who has been granted a sub-licence and whether a particular performance or communication is the subject of a sub-licence.

This should include (as appropriate):

1. a description of the party or parties to whom the sub-licence is to be granted

2. a description of the nature of the performance(s) or communication(s) in the sub-licence.

We also need the starting date of the sub-licence or (if the licence is for particular performances or communications only) the date or dates of the performances or communications so we can identify:

(a) the licensed performances or communications

(b) the period the sub-licence covers

(c) the territory of the licence, or if the licence is for a performance, details of the location and venue of the performance

(d) where applicable, the broadcasting or online service in respect of which the licence is granted

(e) if the licence is for a particular programme or content segment, the name of the programme or content segment for which the licence is granted

(f) if the licence is for the performance of music in film, the title of the film in which the music appears.

3. CONSENT OF INTERESTED PERSONS (If applicable)

I warrant that I have obtained consent from each writer who has otherwise authorised APRA to administer any share of the performing right in any of the music the subject of this sub-licence.

4. COSTS

On receiving a tax invoice if there are any costs incurred by APRA in granting this request, I agree to pay to APRA the reasonable costs (not exceeding \$200) they incur in granting this licence back.

I note that the licence back will not be valid unless the payment referred to above is received before the date of the first performance or communication under the sub-licence or the starting date of the sub-licence.

5. INDEMNITY

I indemnify APRA against liability for all damages, losses, costs and expenses incurred by or awarded against APRA arising out of third party claims related to the grant of the non-exclusive licence to me or the sub-licence by me, including any claims by persons having an interest in the performing right who have not consented to the grant of the sub-licence.

6. ACKNOWLEDGMENTS

I acknowledge that APRA AMCOS is not obliged to collect and I am not entitled to receive a royalty or other sums from APRA AMCOS for performances or communications of music covered by a licence back, whether or not the performances or communications accord with the terms of the sub-licence.

Signed _____

Dated _____

I have read and accept the terms of APRA AMCOS' Privacy Policy www.apraamcos.com.au/privacy and consent to the handling of my personal information as described.